

Frequently Asked Questions: Arbitration

Question: What is labor arbitration?

Answer: Labor arbitration is a means of solving disputes that arise in the workplace under a labor agreement using an independent third party, or “arbitrator.” Arbitration is an alternative to court action (litigation); however, just like in litigation, the parties have the opportunity to present evidence and question and cross-examine witnesses. The decision of an arbitrator is generally final and binding. See FOP Contract, Article 33.5.

Question: Why must the City submit to arbitration in disciplinary matters?

Answer: The City’s labor agreement with the police union (Fraternal Order of Police, or “FOP”) guarantees officers the right to grieve disciplinary decisions through several “steps,” up to and including arbitration. FOP Contract, Article 33.2. This is very common in public safety labor agreements. State law (710 ILCS 5/1) provides that a written agreement to submit to arbitration is “valid, enforceable, and irrevocable save upon such grounds as exist for the revocation of any contract.”

Question: Who selects the arbitrator?

Answer: Under the police labor agreement, the City and the Union alternately strike names from a list of certified arbitrators provided by the American Arbitration Association or the Federal Mediation and Conciliation Service, until an arbitrator is selected. FOP Contract, Article 33.4.

Question: What is the authority of the arbitrator?

Answer: The arbitrator can only make a decision on the issue(s) presented in the grievance, and has no right to amend, modify, nullify, ignore, add to, or subtract from the bargaining agreement. FOP Contract, Article 33.5. The arbitrator’s decision must also follow state and federal law. In discharge and other disciplinary cases, the employer has the burden of proving that the employee’s discharge or discipline was for “just cause.” The arbitrator is charged with evaluating whether the employer has met its burden.

Question: What does it mean that an arbitrator’s decision is “final and binding” on the parties?

Answer: In general, the parties must accept the arbitrator’s ruling as the “final say” in the dispute. Grounds for vacating an arbitrator’s award are very narrow under the law.